

1897-034 Chancery Causes: C. M. Graham vs. A. C. McNeil, sr. &c
Lee Co.

Weston, Lee Butter & Cheese Manufacturing Co], Joslyn, Orr

CA-Debt
T-Property

Virginia,

In the Circuit Court of Lee County.

To the Hon. W. T. Miller, Judge of said Court:-

-----Humbly complaining, your orator, C. M. Graham, would respectfully represent and shew unto your honor, that on the 26th day of December 1896, he obtained before H. C. Joslyn, a Justice of the Peace of said county, a judgement against The Lee Butter & Cheese Manufacturing Company, a corporation organized under the ~~px~~ laws of Virginia, and doing business in Lee County, Virginia, for the sum of \$76.84, with interest thereon from the 26th day of September 1896, until paid, and \$1.00 costs, which said judgement was duly docketed in the County Court Clerk's Office of said county on the said 26th day of December 1896. A copy of said judgement and docketing of the same is herewith filed as part hereof marked " A."

On said judgement an execution was duly issued by the said Justice on the said 26th day of December 1896, and directed to J. B. Shufflebarger, constable of said county, to be executed, and was ~~re-~~ returned by the said constable, with the following return endorsed thereon, to-wit: " Not executed, no property found, this the 31st day of December 1896, J. B. Shufflebarger, C. L. C. " A copy of the said execution the return thereon endorsed is herewith filed as part hereof marked " B."

Now, your orator will further represent and shew unto your honor that the said The Lee Butter & Cheese Manufacturing Company, a corporation as aforesaid, is the owner of certain real estate, or interest in real estate in said county, near Orr's Mill, it being the house erected by said corporation for the purpose of manufacturing butter, cheese, etc., and the machinery and fixtures attached thereto, and placed in said building for that purpose. For a more particular description of said real estate, or interest in real estate, reference is here made to a copy of the contract made and entered into on the 10th day of January 1896, by and between James W. Orr of the one part, and Frank Minton, W. S. Crowell and Newton Wygal, a committee appointed by the stockholders of the said The Lee Butter & Cheese Manufacturing

Company of the other part, which copy is herewith filed as part hereof marked " C " ; and at the first January rules 1897, your orator filed in your honor's Court, his bill in the nature of a lien creditors bill, against the said corporation, which cause was regularly matured at rules and set for hearing, and came on to be heard at the March term 1897, and in which a decree was rendered appointing a commissioner to ascertain and report to the next term all of the indebtedness of said defendant corporation, the priorities if any, and the real estate of and belonging to the defendant corporation, together with its rental value, etc. A copy of said decree is filed herewith as part hereof marked " D."

-----Now, your orator will further represent and shew unto your honor that one A. C. McNiell, Sr., on the 11th day of March 1897, obtained before C. D. Smith a Justice of said county, a judgement against the said corporation for the sum of \$98.06, with interest and costs; and one A. C. McNiell, Jr., on the same day obtained before said ~~judgment~~ justice a judgement against said corporation for \$50.76, with interest and costs, and on said day an execution was issued by said justice on each of said judgements and placed in the hands of Jas. M. Weston, D. S., for W. P. Weston, S. L. C., for execution, and on the 12th day of March 1897, said executions were each levied, as shown by the ^{copies of} ~~leaves~~ endorsed thereon on fixtures in and belonging to said factory. ^{The said} ~~judgments~~ said executions and the levy endorsed on each are herewith filed as ~~part~~ part hereof marked " E " and " " F " respectively. Your orator ~~further~~

further alleges that the machinery and fixtures thus levied on under ~~the~~ said execution^s are attached ~~to the building~~ and annexed to the said building and constitute fixtures firmly fastened to the same, and are absolutely necessary to the purposes for which the said factory was established, that they are peculiarly adapted to a factory of that kind, and were placed in the building for the purpose, and with the intention, of being permanently used in the manufacture of butter and cheese, and if sold under said executions and removed the factory will be rendered inoperative and greatly damaged, and will not sell for a sum sufficient to ~~pay~~ the debts against the same, and he alleges that the machinery and fixtures thus levied on are part and parcel of the realty and not liable to levy and sale separate and apart from the building. There ~~are~~

are quite a number of judgements against said property, and he insists that the said property, or interest in real estate, owned by said corporation should be sold as a whole, and the creditors paid according to the priorities of their respective claims, and if so sold it will ~~bring~~ bring a better price than if sold in parcels.

Your orator therefore prays that an injunction be granted ~~ex~~ injoining and restraining the said McNiels and Jas. M. Weston, deputy Sheriff as aforesaid from selling the said property and fixtures, levied on as aforesaid, or any part thereof, until the future order of the court. To this end he makes the said A. C. McNiel, Sr., A. C. McNiel, Jr., and Jas. M. Weston, deputy Sheriff as aforesaid, the parties defendants to this bill, and asks that they be required to answer the same, but not on oath, that being waived; that on a final hearing the said injunction be perpetuated, and general relief granted your orator. And your orator will ever pray, etc. May process issue directed, etc.

B. H. Simell.

Att. & Counsellor.

P. Q.

Virginia, Lee County, to-wit:

-----I, A. B. Munsy, Clerk of the Circuit Court in and for the county and state aforesaid, do hereby certify that C. M. Graham personally appeared before me in my office and made oath that the allegations contained in the foregoing bill are true to the best of his knowledge and belief. Given under my hand, this the 23rd day of March 1897.

A. B. Munsy

Clerk of the Circuit Court of Lee County,
Virginia.

Bill in Copy.

A. C. McNeil & Co.

1897/5 April rules. bell.

11 2nd April recd of J. K.

Confidential Cause Set for
hearing.

June, Sept. 1897 Severe
famine. See Order Book

Mr. 6, P 18

Plaffo Costo
 Clerk 4.62
 Shift 4.50
 Salt 1.50
 87.62

Left Costa.
Clerk 90.

90

A.C.McNiel sr., et als.

ads.

Answer.

C.M.Graham,

To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County:-

The Joint answer and demurrer of A.C.McNiel sr., and A.C.McNiel Jr., to a bill of complaint filed in this honorable court against them and others by C.M.Graham. And for demurrer to said bill your respondents say, that they are advised that the said bill of the complainant is insufficient in law to require them to answer, and of this they pray judgement.

But, if your respondents be mistaken in the cause of this ^{their} demurrer, and further and other answer be required of them, answering, they say:

That perhaps it is true, the Lee Butter and Cheese Manfg. Co., as an incorporation is indebted to said complainant in the sum he mentions in his said bill, that he has what he calls a judgement against said Company for the same, but your respondents deny that it is a judgement, because it was rendered by a justice who was at the time of the rendition of said judgement, a stock-holder, and perhaps an officer in said company, and that being the case, the judgement rendered was void as to other creditors of said company at least, if not between himself and said company. "No man can be judge in his own cause". (Davis v. Beazly, 75 Va. 495). And it is also true that your respondents have obtained the judgements set out in complainant's bill against said Lee Butter and Cheese Manfg. Co.: that on March, 11th., 1897, executions were issued on their judgements and placed in the hands of Jas. M. Weston for execution, and that they were levied upon one desk, two pair of scales, nine milk vats, one chair and one engine and boiler and their fixtures for the purpose of having satisfied their said judgements and executions. And it is also true as your respondents are informed, that said complainant has now pending a creditors bill pending in this court for the purposes set out in his bill, treating in that cause as he does in this, all the property of the said Company as real

estate, which as your respondents are advised is not true from a legal standpoint; but on the contrary, every part and parcel of the effects of said company is personal property, and so being your respondents had the ^{law} lawful right to have their said executions levied upon sufficient of such property to satisfy their executions. Your respondents deny that all the things levied upon are attached to the building and constitute fixtures ^{in law} firmly fastened to the same, and are necessary for the running of the business of said company. As they are advised, only the engine and boiler ^{and six of the vats} are in any way connected with and fastened to the building in which said company run its business, and necessary for the operation of the company's business; they are advised and allege that the desk, ³ vats and scales ^{and chairs} levied upon are each simply setting on the floor of the building, not in any way nailed, fastened, or screwed to the floor, the desk is a simply clerks desk, and was used for the purpose ^{of} writing on, and stowing away ~~in~~ the company's papers and books ⁱⁿ, the scales was used only for the purpose of weighing milk, butter and cheese thereon, and the vats were used for the purpose of holding milk and water, each of which articles could be ~~removed~~ removed without tearing, or in any way defacing the house in which they set, and could have been supplied, without stopping the running of the said company's business. Your respondents deny, that any of the property of said Company is now, or ever was in law, real estate, because it was never the owner of the land, on which it has its machinery and house. According to the terms of the contract filed with complainant's bill between said ~~Company~~ and Judge J. W. Orr, said company only had a right in the land to use it for the purposes of its business, and when it ceased to so use said land, it had a right expressly reserved to move from the premises all its buildings and machinery within two years next after it shall have ceased to use and occupy the land for manufacturing purposes. Your respondents allege, that said Company did close down its business of manufacturing butter and cheese in September, 1896, and has not made ^{or anything else} butter or cheese since, and never intends ^{and has absolutely abandoned its premises} to start the business again, as it was an unprofitable business. If said

company was the owner of the land on which it has its house and machinery. then such would be real estate, except the desk, ^{chain} vats and scales. but as before stated it ~~has~~ does not own the land. it ~~has~~ ^{thereon} only a right of occupancy which it has forfeited by ceasing to use the same for manufacturing butter and cheese. Again your respondents deny that a sale of the effects levied upon by virtue of their said executions would be damaging to the rest of said company's property. but on the contrary they are of the opinion its property would bring more by selling in parcels than as a whole. The engine and boiler can be detached from the rest of the machinery and house without tearing or defacing and sold to some saw-mill or threshing machine man, the vats for wash or bathing purposes, and the desk and scales to some business man who needs such. And again your respondents deny all allegations in said complainant's bill not heretofore specifically admitted as true or denied, and call upon the complainant to sustain such with proof.

Now having fully answered as fully as they are advised, it is material for them to answer your respondents pray to be hence dismissed with their costs in this behalf expended. And they will ever pray, etc..

A. C. McKel Jr.....
A. C. McKel Sr.....

Pennington Bros.

Virginia, I do to wit
This is to certify that B. H. Pennington personally appeared before me in my office and made oath that he has read the allegations, matters and things contained in the foregoing answer, and that the same are true to the best of his knowledge, belief and information. Given under my hand this June, 15th, 1897.
A. B. Munsey Clerk

A. L. McKel & Co

McNiles
vs } Answer

C. M. Graham

Filed May 4th 1897

W. J. Munsey Clerk

This answer is excepted to because it sets up no sufficient defense to plaintiffs bill.
And because the matters of defense attempted to be made, in said answer, have been adjudicated and determined by decree, at the present term, by the Court in the Chancery Cause of C. M. Graham, the plff here, against the Lee Butter & Cheese Mfg Co, an exception to the report of Mr A Orr Esq Commissioner, filed in said Cause, and in which the fixtures levied on by these debts together with the factory building and all other fixtures therein were decreed to be real estate and to be sold to pay the liens thereon, including the judgments in favor of these defendants.

June 15th 1897.

Orr & Clausenish,

B. H. Sewell —
attorneys for plff —

C. M. Graham, Plaintiff.

---Against---(In Chancery.

The Lee Butter & Cheese Manufacturing Company,
a corporation, Defendant.

-----This cause came on again to be heard upon the papers formerly read in the cause, and the report of sale of George W. Blankenship, Special Commissioner, filed in the cause October 21st 1897, and was argued by counsel. And there being no exceptions to said report it is adjudged, ordered and decreed that said report and the sale therein ~~rep~~ reported, be, and is hereby confirmed, and that said Commissioner pay out, to those entitled, the costs in his ~~xxxx~~ hands and collect the purchase money for the property sold by him when due, or the purchaser may desire to ~~payxxxxxxx~~ pay the same, and pay the said purchase money to those entitled thereto, as shown by the report of William A. Orr, Sr., Commissioner, filed in the cause, and when said purchase ~~money~~ money is fully paid and disbursed he will report his action to Court, and the cause is continued.

C. M. Graham
vs Decree
The Lee Butter & Cheese
Manufacturing Co

Eu. C. O. B. No. 6 p 79.

Enter this decree

W. M.

100th 1897.

C. M. Graham Complt

vs

A. C. McNeil Sr. et al

In Chancery.

This cause came on this day to be heard upon the file of the complaint and exhibits filed therewith, and the answer of said defendants, with exceptions thereto of said Complaint, and general replication to said answer. On consideration of all which and by agreement of the parties, it is adjudged, ordered and decreed that the injunction heretofore granted is perpetuated as to the boiler and engine and eight of the milk vats heretofore lined upon and dissolved as to the milk vat on the outside of the building, ^{two pair of} scales, chair, and deck; and the sheriff will after advertising lawfully the time and place of sale of such, will sell the same for cash and the net proceeds of such sale pay over to said defendants; and each party will pay his own costs in this case, ^{with a reasonable attorney's fee to be taxed.} And this cause is ~~continued~~ stricken from the docket.

Rev. M. Graham

vs } Secrecy final

A. C. McKel. Ital

Eu. C. O. B. to 6 p. 18

Enter this
June 15/97.

M. J. M.

C. M. Graham, Plaintiff.

Against (In Chancery.

(Decree,; § 2.)

The Lee Butter & Cheese Manufacturing

Company, a Corporation, Defendant.

-----This cause came on again this day to be heard upon the papers formerly read therein, and the report of Wm. A. Orr, Sr., Special Commissioner, filed in the cause April 27th 1897, and exceptions endorsed on said report, and was argued by counsel. On consideration thereof it is adjudged, ordered and decreed that said exceptions to said Commissioner's report, be and are hereby overruled, and said report is confirmed, and pursuant to said report and statement therewith it is further adjudged, ordered and decreed that the plaintiff, C. M. Graham, recover against the defendant, The Lee Butter and Cheese Manufacturing Company, a corporation, \$31.70, with interest on \$76.84, part thereof from the 26th day of September 1896, until paid and the costs of this suit, and that J. W. Orr, A. C. McNeil, J. A. G. Hyatt, C. M. Graham and C. E. Flanary, assignees of L. F. Bingham, recover against the said defendant, \$188.08, with interest on \$174.00, part thereof from the 6th day of July 1896, until paid; and that Cook & Orr, assignees, recover against the said defendant \$79.40 with legal interest on \$75.00, part thereof from the 26th day of September 1896, until paid; and that W. S. Martin recover against the said defendant \$60.68 with legal interest on \$57.04, part thereof from the 26th day of September 1896, until paid; and that J. A. G. Hyatt recover against the said defendant \$79.52 with legal interest on \$75.12, part thereof from the 26th day of September 1896, until paid; and that Brown and Orr recover against the said defendant \$6.48 with legal interest on \$5.02, part thereof from the 26th day of September 1896, until paid; and that C. E. Flanary recover against the said defendant \$103.66 With legal interest on \$98.29, part thereof from the 26th day of September 1896, until paid; and that J. W. Orr recover against the said defendant \$21.76, with legal interest on \$19.63, part thereof from the 26th day of September 1896, until paid; and that Newton Wygal recover against the said defendant \$12.97 with legal interest on \$11.25, part

thereof from the 26th day of September 1896, until paid; and that J. W. Weatherman recover against the said defendant \$23.60 with legal interest on \$21.45, part thereof from the 26th day of September 1896, until paid; and that W. B. Davidson recover against the ^{said} defendant \$8.03 with legal interest on \$6.51, part thereof from the 26th day of September 1896 until paid; and that P. S. Davidson recover against the ^{said} defendant \$19.48 with legal interest on \$17.50, part thereof from the 26th day of September 1896, until paid; and that Henry Davison recover against the said defendant \$8.34 with legal interest on \$6.81, part thereof from the 26th day of September 1896, until paid; and that Joseph Ewing ~~xxxx~~ recover against the said defendant \$55.20 with legal interest on \$51.78, part thereof from the 26th day of September 1896, until paid; and that A. C. McNiel, Sr., recover against the said defendant \$102.94 with legal interest on \$98.08, part thereof from the 26th day of September 1896, until paid; and that A. C. McNiel, Jr., recover against the said defendant \$53.64 with interest on \$50.76, part thereof from the 26th day of September 1896, until paid; and ^{that} William ~~Mr~~ Yeary recover against the said defendant \$3.73 with legal interest on \$3.58, part thereof from September ^{26th} 1896, until paid. And that said recoveries shall stand in point of priority ^{of} of lien as fixed and determined by said Commissioner in his said report and statement therewith. And unless the said recoveries together with the costs of this suit, and which are ~~are~~ ~~to be liens upon the real estate~~ adjudged to be liens upon the property in the bill mentioned, and which said property is hereby adjudged to be real estate, are paid within thirty days from the rising of this Court, then George W. Blankenship, who is hereby appointed a Commissioner for the purpose will proceed ^{to sell} said real estate, or so much thereof as may be necessary to ~~pay~~ pay said recoveries, the costs of this suit and the commissions on sale, either publically or privately as to him ~~which~~ may seem most advantageous, and either in parcels or as a whole, should it become necessary to sell the whole of said property. Said sale will be made ^{when publicly} at the front door of the Court House of This County by said Commissioner, on some Court day, after having advertised, the time, terms and place of sale for at least thirty days by written advertisements posted at the front door of the ^{said} Court House, in the vicinity of said property, and at two or more public places in

said County, and on a credit of one and two years time, except so much as may be necessary to pay the costs of this suit and expense of said sale will be required to be paid in hand, and for the residue bonds with good security will be required of the purchaser, or purchasers, payable to said Commissioner and bearing interest from date. Said Commissioner, however, will not sell the two pair of scales, one chair and one desk and one milk vat on outside of the building, which the Court has decreed in another cause at the present term to be ~~personal~~ personal property. Said Commissioner before selling will execute bond before the Clerk of this Court in the penalty of \$2000.00 conditioned according to law. And he will report his action hereunder to the next term of this Court and the cause is continued.

C. M. Graham

28. } Decree

The Lee Butter & Cheese
Manufacturing Co.,
a corporation.

Eu. C. B. No. 6 p. 25-647

Enter this Decree

W. F. M.

June 15th 1897.

C. M. Graham

vs J. L. Burt for account

The L. Burt and Chase Mfg Co (a corporation.)

This cause came on this day to be heard upon the Bill and process executed upon the defendant Corporation, and argument of counsel; Upon consideration of which the Court decrees that the bill be taken for confessed, the defendant having failed to appear and plead or answer, and that Com. A. Orr, Sr., who is hereby appointed a special Commissioner for the purpose, do ascertain and report to the next term of this Court all the indebtedness of said defendant Corporation, the priorities if any, and the real estate of and belonging to the defendant Corporation together with its rental value and whether or not the rents will pay the debts in five years. He will report any thing else deemed pertinent by himself or required by any person having an interest in this litigation - and he will give at least five days notice of the purpose, time, and place of his sitting to at least one of the directors of the defendant Company, and to the Attorney of the Complainant, and the cause is continued.

C. M. Graham

✓ Recd for
✓ Account

The L. Butter & Chase
Mfg Co. (a corporation)

En. C. O. B. p. 558.

Entire

M. L. M.

March 8th, 1897.

C. M. Graham, Plaintiff.

Against---(In Chancery.

The Lee Butter and Cheese Manufacturing Company, Defendants.

-----The depositions of H. C. Joslyn and James W. Orr taken beofre me William A. Orr, Special Commissioner, in the above styled cause at my office in Jonesville, Virginia, on the 22nd day of April 1897, which depositions are intended to be read by me as such Commissioner in the matter of account now pending beofre me in said case.

-----H. C. Joslyn, a witness of lawful age, being duly sworn deposes and says:

That he is acquainted with the property belonging to the defendant corporation; that it consists of a house, some machinery and fixtures attached thereto for the purpose of manufacturing Butter and Cheese; that under all the circumstances the witness does not think that said property has any rental value if used for the purposes for which it was intended.

while some parts might have some rental value. I don't think it would rent for enough in five years to pay its debts.

-----And further this deponent saith not.

H. C. Joslyn

-----James W. Orr, another witness of lawful age, being duly sworn deposes and says:

That the copy of the contract between the witness and the Committee appointed to select the site for the factory in the bill mentioned, and which copy is filed with the Plaintiff's bill is I think an exact copy of the original, which original was signed by me and left with W. S. Crowell one of the Committee for him and the other members of the Committee to sign, but he, Croweall, has since informed me that it has been lost or mislaid or delivered by him to L. T. Hyatt, Secretary of the Company, so that he can not now produce it, and Mr. L. T. Hyatt informs me that he can not find it. The copy filed with the Plaintiff's bill shows correctly the contract between myself and the Committee. I am president of the defendant corporation, and said corporation ceased to do ~~business~~ business not far from the first of September 1896, and has since been idle. I do not think the property belonging to the corporation has any rental value for the purposes for

poses for which it was erected. Some of the parts of it might have

some rental value if severed or disconnected, or if used for some other

purpose. *But I do not think it would rent for enough in five years, for any purpose, to pay the indebtedness & costs.*

And further this deponent saith not.

James W Orr.

Virginia, Lee County, to-wit:

I hereby certify that the foregoing depositions of H. C. Joslyn and James W. Orr were duly taken, subscribed and sworn to before me for the purposes mentioned in the caption. This April 22nd 1897.

Wm A. Orr, Jr.

Special Commissioner.

C. M. Graham

557 Depot

Lee Butter & Cheese
Mfg Co.

Virginia

At a circuit court continued and held for Lee County at the court house thereof on Monday the 8th day of March 18-97.

C. M. Graham

vs

} Decree for an account

The Lee Butter and Cheese Mfg Co (a corporation)

This cause came on this day to be heard upon the bill and process executed upon the defendant corporation, and argument of counsel: Upon consideration of which the court decrees that the bill be taken for confessed, the defendant having failed to appear and plead or answer, and ~~Mr.~~ C. C. Or Sr. who is hereby appointed a special Commissioner for the purpose do ascertain and report to the next term of this court all the indebtedness of said defendant Corporation, together with its rental value and whether or not the rents will pay the debts in five years. He will report anything else deemed pertinent by himself or required by any person having an interest in this litigation And he will give at least five days

Notice of the purpose time and place
of his sitting to at least one of the
directors of the defendant Company.
And to the Attorney of the Complain-
ant. And this Cause is continued.

A Copy

Teste A B Munsey Clerk

copy for
W. H. Orr Sr.

Commissioner's

Notice.

C. M. Graham

v } In Chy - In Circuit Court Lee Co., Va.
Lee Butter and Lehen Wiffled. (A Corporation.)

Notice is hereby given to all persons interested in the above styled Cause, that pursuant to a decree pronounced in the above styled Cause on the 8th day of March 1897, I will execute said decree at my Office in Jonesville, Va, on the 22nd day of March, 1897. Persons interested are requested to be prompt in the presentation of their claims and contentions and thereby save heavy expense. See said decree in the Cause.

Most Respectfully,

Wm. A. Orr, Jr.,

Special Commissioner

March 9th, 1897.

We accept legal service of the above Notice. This March 9th, 1897.

Orr & Blankenship

for C. M. Graham.

J. A. Syatt Director

Leominster's Notice
Le. M. Graham

v-3

The Le. Butter & Cheese
Mfg Co., (a corporation)

March 22nd, 1897

1 hour, 75¢ (3/9/97)

Virginia:- In the circuit court of Lee county.

L. M. Graham

v

In Chancery

The Lee Butter and Cheese

Mfg Co, (a Corporation)

Date & Dignity
of
Debt-

Statement of debts and priorities vs defend-
ant by Wm A. Orr, Sr., Special Commissioner.

1896, Dec. 26th
Class "One."

L. M. Graham, Justice's Judgment

76 84

Interest from Sept 26th, '96 till June 7th, 1897

3 61

Costs at Law

1 25 81 70

1896, Dec 31st
Class "Two."

J. W. Orr, A. L. M. Chiles, J. A. G. Hyatt, L. M. Graham, and L. E. Flanery, Assignees of

S. F. Binghamon, Judge in Cir Court Lee Co

174 00

Interest from July 6th, 1896 to June 7th, 1897

7 30

Costs at Law

6 78 188 08

1897, Jan'y 1st

Wm A. Orr, Assignee, Justice's Judgment

75 00

Interest from Sept 26th, '96 till June 7th, 1897

3 15

Class "Three."

Costs at Law

1 25 79 40

W. S. Martin, Justice's Judgment

57 04

1897, Jan'y 2nd

Interest from Sept 26th, 1896 till June 7th, '97

2 39

Class "Four" (1)

Costs at Law

1 25 60 68

1897, Jan'y 2nd

J. A. G. Hyatt, Justice's Judgment

75 12

Class "Four" (2)

Interest from Sept 26th, '96 to June 7th, '97

3 15

Costs at Law

1 25 79 52

1897, Jan'y 2nd

Brown and Orr, Justice's Judgment

5 02

Class "Four" (3)

Interest from Sept 26th, '96 to June 7th, '97

2 1

Costs at Law

1 25 6 48

1897, Jan'y 2nd

L. E. Flanery, Justice's Judgment

78 29

Class "Four" (4)

Interest from Sept 26th, '96 to June 7th, '97

4 12

Costs at Law

1 25 103 66

Total

599 52

2				
		Ant of indebtedness brokford		579 52
1897, Jan 2 nd	J. D. Orr, Justice Judgment		19 68	
Class "Four" (5)	Interest from Sept 26, '96 to June 7, '97		83	
	Costs at Law		1 25	21 76
1897 Jan 9 th	Newton Lygal, Justice Judgment		11 25	
Class "Five"	Interest from Sept 26, '96 to June 7, '97		47	
	Costs at Law		1 25	12 97
1897 Jan 9 th	J. D. Weatherman, Justice Judgment		21 45	
Class "Five" (2)	Interest from Sept 26, '96 to June 7, '97		90	
	Costs at Law		1 25	23 60
1897, Jan 9 th	W. B. Davidson, Justice Judgment		6 51	
Class "Five" (3)	Interest from Sept 26, '96 to June 7, '97		27	
	Costs at Law		1 25	8 03
1897, Jan 9 th	P. S. Davidson, Justice Judgment		17 50	
Class "Five" (4)	Interest from Sept 26, '96 to June 7, '97		73	
	Costs at Law		1 25	19 48
1897, Jan 9 th	Henry Davidson, Justice Judgment		6 81	
Class "Five" (5)	Interest from Sept 26, '96 to June 7, '97		28	
	Costs at Law		1 25	8 34
1897, Jan 9 th	Joseph Ewing, Justice Judgment		51 78	
Class "Five" (6)	Interest from Sept 26, '96 to June 7, '97		2 17	
	Costs at Law		1 25	55 20
4 hours 3/11/97				
1897, Mch 11 th	A. C. McNeil, Sr., Judgment for		98 08	
Class Six (1)	Interest from Sept 26, '96 to June 7, 1897		4 11	
	Costs at Law		75	102 94
1897, Mch 11 th	A. C. McNeil, Jr., Judgment (J.P.)		50 76	
Class Six (2)	Interest from Sept 26, '96 to June 7, '97		2 13	
	Costs at Law		75	53 64
Class 7				
	Wm Jeary, due bill, Br \$ 3.58, into 15¢		3 73	373
				728 92

C. M. Graham

vs } In circuit Court Lee County, Va
The Lee Butter & Cheese
Mfg Co. (A Corporation)

To the Hon. W. T. Miller,

Judge of Said Court: Your undersigned
Special Commissioner in the above styled cause,
appointed by your Honor's decree therein on
the 8th day of March, 1897, beg leave to report
that he has performed his duties as follows:
1st. He files here a copy of said decree. 2nd.
He files hereto attached the notice which he
gave under said decree. 3rd. He appends
hereto a statement of all the debts against the
defendant Corporation and their priorities,
amounting in all on the 7th day of June, 1897,
to the sum of \$928.92. Thirteen of the judgments
were rendered by H. C. Joslyn, J. P. who is a stock
holder in the defendant Company, and, 15 of them
were rendered in less than ten days
after service or summons to appear, for
which reason L. J. Hyatt, a stock holder, ob-
jects to your Commission allowing them.
It appears that all these warrants were either
served on the president or on a director
of the Company, in which case ten days
notice or service is not necessary. The Justice,
H. C. Joslyn, rendered the judgments against
himself and not for himself - against his
interest and not in his interest. There is
no reason of law or fact why the Court
should report these judgments void.

4)

The real estate belonging to the defendant corporation consists of a building, Machinery, and fixtures affixed thereto for the purpose of Manufacturing butter and Cheese. The house sits on a piece of land known as the Turner lot, which lot Judge J. W. Orr contracted in writing to convey to the defendant corporation, with a condition written thereto, to the legal effect that the title to said Turner lot revert to him when the defendant corporation ceased to use it for the purpose of Manufacturing butter and Cheese, giving said corporation or its assigns the right to remove said building, Machinery and fixtures off of said lot any time within two years from such cessation. This corporation ceased to do business on the 26th day of September, 1896.

The rents of said property will not be sufficient to pay the indebtedness within five years. In depositions of H. C. Joslyn and J. W. Orr

Respectfully Submitted,

Apr 22, 1897.

Wm A. Orr, Sr., S. Lewis.

W. M. Graham

vs } Report of Wm. A. Orr, Sr.

The Lin. Butler & Chas.
Wiggin Co. (a corporation)

Filed April 22nd 1897

A. B. Munsey Clerk

Bill of Costs.

J. M. Lusk, D. S. \$50.9

Wm. A. Orr, Sr., Com. 8h @ 75¢ \$6.00

H. C. Joslyn, Lat. \$7.00

Virginia, in county to-wit:

I certify that Wm. A. Orr, Sr., Com.

made oath before me that the

above charge of \$6.00 for &

now work is correct.

The confirmation of this report is excepted to by
A. C. M² ^{2nd & 3rd} ~~Wiggin~~ ^{Kiel} because

(1st) Because Court has treated as judgments claims,
in which H. C. Joslyn a J. P. & stockholder attempted to
render judgment, 75-V-475

(2) Because the Court places excepta's lien an ef-
fect of Debt. as last almost in the category, when
it should have been first. The effects of Debt. are
and capable of being levied upon
personally, the operations of all other creditors
but exceptors had expired without levy. The effects
of said Debt. are capable of being levied upon.

(3) The Debt. having ceased to operate its business
for which it was incorporated, and such an
order judgment having been obtained after
such execution, all judgments are void,
and therefore the effects of said Debt. should
be disbursed notably \$1103 C. 1887. Debt. had
forfeited its charter by non-user.

Pennington Bros

Virginia,

Circuit Court of Lee County.

C. M. Graham, Plaintiff.

---Against.---In Chancery." (Commissioner's Report of Sale.)

The Lee Butter & Cheese Manufacturing Co.,

(a Corporation), Defendant.

To the Honorable W. T. Miller, Judge of said Court:-

-----Your undersigned Commissioner, in the above styled cause, begs leave to report, that he ^{has} executed your Honor's decree, ~~and~~ entered in said cause on the 15th day of June 1897; that he advertised and executed bond as in said decree required, (a copy of said bond and advertisement is herewith filed marked " 1" and " 2" respectively; that ^{he} offered ~~and~~ the property in said decree mentioned and described for sale both ~~publicly~~ privately and publicly, and in parcels and as a whole; that he received no offer whatever privately for said property, or any part thereof; that he offered the said property for sale at public outcry at the front door of the Courthouse of said county, on the 16th day of August, ¹⁸⁹⁷ that being the First day of the County Court of said County, and that the highest bid offered therefor was the sum of \$405.00, which bid was made by C. M. Graham, and the same was knocked off to him. This bid being for the whole of said property. Your Commissioner received no bid whatever for any of said property except for the Engine and Boiler when offered for sale in parcels, which bid for said engine and boiler was small, the exact amount not being now remembered by your Commissioner. Said C. M. Graham has complied with the terms of said decree and sale, and has paid to your Commissioner the sum of \$55.62, being the amount of the costs of suit and commissions ^{and this amount is now in the hands of your Commissioner} of sale required to ~~pay~~ paid down by said decree, and has executed to your Commissioner his two bonds due in one and two years in equal annual installments, bearing interest from date and waiving the home-stead exemption, which said bonds amount in the aggregate to the sum of \$351.53, and being the residue of said purchase price. James W. Orr signed said bonds with said Graham as security, and your Commissioner

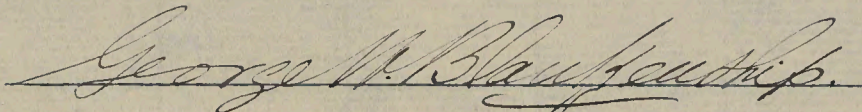
subject to the order of your Honor's Court,

recommends said security as being good and amply sufficient.

Your Commissioner would recommend a confirmation of this sale.

This October 21st 1897.

Very Respectfully Submitted.

A handwritten signature in cursive script, reading "George W. Blaupont". The signature is written in dark ink and is positioned above the printed name.

Special Commissioner.

C. M. Graham.

vs { Court Report of Sale

The Lee Butter & Cheese
Mfg Co.

Filed October 21st 1897

A B Munsey Clerk

C. M. Graham.

against

The Lee Butter & Cheese Mfg Co. Deft

Plff } In Chancery.

The undersigned Commissioner in this cause respectfully reports that C. M. Graham the purchaser of the property sold by him in this cause, soon after the sale transferred to James W Orr & W. E. Orr his said purchase, without any advance on the purchase price of said property, and requested that the said property be conveyed to said Orr's when they shall have paid the purchase money therefor. And the said James W Orr & W. E. Orr having fully paid the purchase price for said property, by paying to the creditors of the defendant the full amount of their claims, embraced in classes one, two and three, as shown by the report of Special Comr J. M. A. Orr Esr. and the costs of suit and expense of sale, are now entitled to a deed of conveyance of said property. March 1st 1900.

Lo

George W. Blankenship, Comr.

Hon' B. A. W. Sheen Judge.
of Lee County Circuit Court.

C. M. Graham.

vs. Cairn Blankenship
report.

The De Butter & Cheese Mfg Co.

Filed Mar 3rd 1900.

A. B. Munsey clk

Virginia--Lee County, To-wit:

To J. B. Shuffelbarger, Constable of said County.

I hereby command you to summon, The Lee Butter and Cheese Mfg Company A Corporation

If to be found in your District to appear at Jonesville in said county, on the 26th day of Dec 1896 before me or such other Justice of said County,

as may be there to try this warrant, to answer complaint of C. M. Graham

and upon claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$ 76⁸⁴ due by Account, and then and there return this warrant.

Given under my hand the 19th day of Dec, 1896

H. C. Joslyn J. P.

C. M. Graham On the 26th day of Dec, 1896
Against The Lee Butter & Cheese Mfg Co. A Corporation At Jonesville in said County,
JUGMENT, that the Plaintiff recover of the Defendant \$ 76⁸⁴ with interest thereon from the 26th day of Sept, 1896, until paid, and \$ 1⁰⁰ for costs.

H. C. Joslyn J. P.

VIRGINIA--Lee County, To-wit: To J. B. Shuffelbarger, Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of The Lee Butter & Cheese Mfg Co. A Corporation, in your county, you cause to be made the sum of \$ 76⁸⁴

with interest thereon from the 26th day of Dec, 1896 till paid, which

C. M. Graham has recovered before me in a

warrant in debt, and also the sum of \$ 1⁰⁰ which were adjudged to the said C. M. Graham for costs in prosecuting said warrant.

Given under my hand the 26th day of Dec, 1896

H. C. Joslyn J. P.
A Copy
Teste: J. Z. F. Richmond Clerk

Not-executed no property found
this the 31st day of Dec. 1896.

J. B. Shufflebarger
C. L. C.
A Copy -
Test: J. F. Richmond Clerk

C. M. Graham,
vs $\frac{2}{3}$ Warrant

The Lee Bt C.
Mfg Co.

"A" & "B"

Executed December
19th 1896 by delivering
a true copy of the within
summons to James
W. Orr, president of
The Lee Butter and
Cheese Manufacturing
Company in Lee Co Va where
he resides.

This Dec. 19th 1896

J. B. Shufflebarger C. L. C.

Docketed in Justices
Judgment Docket &
Judgment Lien Docket
at Dec. 26th 1896.

J. F. Richmond Clerk,
Recy.

Test: J. F. Richmond Clerk

-----This contract made and entered into on this the 10th day of January 1896, by and between James W. Orr of the one part and Frank Mintoⁿ, W. S. Crowell and Newton Wygal, a Committee apointed ~~ex~~ by the Stockholders of the Jonesville Butter and Cheese Factory, for the purpose of selecting and purchasing a site for said factory, of the other part, all of Lee County, Va., Witnesseth that the said committee having selected as a site for said factory, a portion of the lot belonging to said Orr, near his mill, known as the "Turner" lot, the said Orr hereby agrees with ~~that~~ said Committee to convey by proper deed the said lot of land thus selected, for the consideration of two shares of stock in said factory, and that the said stockholders shall have the use and enjoyment of the said lot of land, hereinafter described, upon which to erect and operate the said factory, as long as they may use the same for that purpose, and when the said stockholders, or their assigns, shall cease to use the same for said purpose they shall have the privilege of removing from said lot of land, within two years from the time they shall thus cease to use it, all machinery, buildings and improvements placed and erected thereon by them for the purpose aforesaid, and the said lot of land shall then ~~revert~~ revert to and again become the property of said Orr or his heirs. The said lot is bounded as follows, to-wit: Beginning at a stake in the edge of the main road and in the edge of the mill road that runs from said main road to Browning's mill, thence N. 80 W. with said main road 60 feet to a stake, thence N. 10 E. 184 feet to a stake, N. 2. E. 82 feet to a stake, West 42 feet to a stake in 4 feet of a persimmon tree, N. 8 W. 232 feet to a sycamore, N. 80 E. 50 feet to a stake in the edge of said mill road S. 14 E. 187 feet with said mill road to a sycamore near the edge of said mill road and ~~thence~~ thence Southwardly with the said mill road to the beginning. Witness the following signatures and seals.

James W Orr.
with } Contract (Copy)
{
Frank Minton et als.

Virginia,

In the Circuit Court of Lee County. March 8th 1897.

C. M. Graham

Vs. (Decree for an account.

The Lee Butter and Cheese M'f'g Co (a corporation.)

-----This cause came on this day to be heard upon the bill and process executed upon the defendant corporation and argument of counsel. Upon consideration of which the court decrees that the bill be taken for confessed, the defendant having failed to appear and plead or answer, and that Wm. A. Orr., Sr., who is hereby appointed a special commissioner for the purpose do ascertain and report to the next term of this court all the indebtedness of said defendant corporation, the priorities if any and the real estate of and belonging to the ~~defendant~~ defendant corporation together with its rental value and whether or not the rents will pay the debts in five years. He will report anything else deemed pertinent by himself or required by any person having an interest in this litigation and he will give at least five days notice of the purpose, time and place of his sitting to at least one of the directors of the defendant company and to the attorney of the complainant. And the cause is continued.

A Copy

Lester A. B. Munsey Clerk

Q

A. C. McNiel, Sr., Pltff.
vs. (In debt.
The Lee Butter & Cheese Manufacturing Co., Deft.

11th day of March 1897, at the Court House of Lee County, Va.
Judgement that the plaintiff recover from the defendant the sum of \$98.06 with legal interest thereon from the 26th day of September 1896, till paid, and \$0.50 costs.

Given under my hand this the 11th day of March 1897.

C. D. Smith J. P.

Virginia, Lee County, to-wit:

To the Sheriff of said county:-

I command you in the name of the Commonwealth of Virginia that of the goods and chattels of The Lee Butter & Cheese Manufacturing Company in your county, you cause to be made the sum of \$98.06 with interest thereon from the 26th day of ~~September~~ Sept., 1896 till paid, which A. C. McNiel Sr. has recovered before me on a warrant in debt, and also the sum of 50 cents which was adjudged to the said A. C. McNiel Sr. for his costs in prosecuting said warrant.

Given under my hand this March 11th 1897.

C. D. Smith, J. P.

Executed in part the within Fi-Fi., by levieing on the following as the property of The Lee Butter & Cheese M'fy. Co. to wit: 1 Desk, 2 pair of Scales 9 milk vats, 1 chair, and 1 Engine Boiler and Fixtures. at the Factory of the Lee Butter & Cheese Manufacturing Co. near Jonesville. Lee County, Virginia. this the 12th day of March 1897.

Jas. M. Weston D. S. for

W. P. Weston S. L. C.

A. C. McNiel, Jr., Pltff.

Vs. (In debt.

The Lee Butter & Cheese Manufacturing Co. Deft.

11th day of March 1897, at the Court-house for Lee Co., Va.

Judgement that the plaintiff recover from the defendant the sum of \$50.76 with legal interest thereon from the 26th day of Sept. 1896, till paid, \$0.50 costs.

Given under my hand this the 11th day of Mar 1897.

C. D. Smith, J. P.

Virginia, Lee County towit:-

To the Sheriff of said county:-

I command you in the name of the Commonwealth of Virginia, ~~th~~ that of the goods and chattels of The Lee Butter and Cheese ~~Manufacturing~~ Manufacturing Company 1 a corporation &c) in your county, you cause to be made the sum of \$50.76 with interest thereon from the 2th day of Sept., 1896, till paid, which A. C. McNiel, Jr., has recovered before me in a warrant in debt, and also ~~xx~~ the sum of \$0.50 which was adjudged to the said A. C. McNiel Jr. for costs in prosecuting said warrant. Given under my hand the 11th day of March 1897.

C. D. Smith, J. P.

Executed in part the within Fi-Fa by levying on the following as the property of the Lee Butter & Cheese M'fg. Co. towit:- 1 desk, 2 pair of scales, 9 milk vats, 1 chair, and 1 engine boiler & fixtures, at the Factory of the Lee Butter & Cheese Manufacturing Co., near Jonesville, Lee County, Virginia, this the 12th day of March 1897.

Jas. M. Weston, D. S. for
W. P. Weston, S. L. C.

Copies

Teste: J. V. F. Richmond Clerk

McVeils
vs { Copies of Judgts.
F & C.
The Lee Butter & Cheese
Manufg Co.

"E" & "F"

Mr. J. W. Orr you will please
pay to S. C. McElure Balance due
me on Benjamin debt this
Feb 26th 1900.

A. C. McVie
Recd twenty five ³³/₁₀₀ dollars
this March 5, 1900
H C McElure

\$174 July 6/96 ^{4 mos} 2.8.

$$\begin{array}{r} 116 \\ 1044 \\ 174 \\ \hline 27.84 \\ .14 \\ \hline 27.70 \end{array}$$

87

$$\begin{array}{r} 12 \\ 32 \\ \hline 16 \end{array}$$

$$\begin{array}{r} 5174.00 \\ 34.80 \\ 16 \\ \hline 208.80 \\ 34.80 \\ \hline 5.56.80 \\ 34.80 \\ \hline 40.36 \\ 12.50 \text{ Cr for 1st 1899} \\ \hline 27.86 \\ 6 \\ \hline 1.67.16 \end{array}$$

$$\begin{array}{r} 29.53 \\ 12.50 \\ \hline \$42.03 \end{array}$$

$$\begin{array}{r} 27.86 \\ 29.53 \\ \hline 4.20 \text{ com} \end{array}$$

S. C. McKee's \$25.33 Bal due him
 Calculations as
 of Mar 1st 1900.

R. Hyatt in Store Mar 10/90
 Draw \$12.00
 In Store 13.33
 \$25.33

A. L. McNeil
Calculation

\$ D. C. McBane
on McNeil's order
\$25.33 Mr 5/900.

Err.

C. M. Graham case.

Sale Aug 16th 1897. for
costs + Com' paid down

~~\$405.00~~
53.62
\$351.38

C. M. Graham's, Judgt June 7/97. \$81.70

Int to Aug 16th 1897. ~~\$76.84~~ .87

\$82.57

J. W. Orr. A. B. McNeil. J. A. G. Katt,
C. M. Graham + C. S. February. Judgt 188.08

Int to Aug 16th 1897. ~~\$174.00~~ 2.00

\$190.08

Camp + Orr Judgt June 7/97. 79.40

Int to Aug 16/97. ~~\$75.00~~ .90

\$80.30

352.95-

Total of these 3 Judgts Aug 16/97.

352.95-

Net Sale falls short.

\$1.57

Int of the above Judgts Aug 16th 1897. ~~\$352.95~~

Int thereon to Feb 16th 1898.

10.58
\$363.53

Of the costs + Com' O + B + S. Com' \$17.10

Attys fee

15.00

Com's fee

6.00

Estimated

5.00

\$43.10

G.

7.52

S.

1.50

Wit

\$1.00

1.50

\$53.62

\$53.62

20.15-

\$73.77

38.01

38.01

149.79

85.00

234.79

357.38

10.54 14

357.38

361.92

76.84

174.00

75.00

325.84

3

9.775-2

352.95-

362.72

361.92

.80

352.95-

5-

176.475-

25-0

\$20.15-

Comms
attys fees

C. M. Graham

vs } calculation

Creamery.

On the within J. H. Orr
gave to G. H. Blankenship
Cash his check for \$41.00
Feb 28th 1899 being
McKibben's Flanery part
of 1st note.

3076
7684
3076

195-04-
975-20

8240
41200

8478
4338
5

1744
696

75
30

Amu-Ornithomimus 15¹ Judgm
 Orr - Graham - 38 46

apr 9th 98

\$84.94
7692
 161.86

Amu-15¹ note ang 16" 97 175.69

Ins-15 apr 9-98 674

18243
 20.57

Ins-15 2/28-99

182
 2239

20.57
 10285-

12
820
 2020

174⁰⁰
10
 174000
58
 17.98

2/3

174
6
 12/ 1044 (88)
96
87
 29
2
 5-8

11538
40-

~~685.99~~ ~~467.98~~

175.69 Aug 16/94

3 1/2

ms

7 - 18 - 23

52707

8784

61491

66

\$ 6.80

175.69

182.49

85.19 cr

97.30

4.8650

1.30

\$ 5.16

97.30

57102.46

20.49

20.50

1.02

\$ 19.48

87

23

261

174

(2001

66

ms

10

do

19

48

120

360

32

\$ 61.50

61.50

\$ 41.00

1899 Sept 19th - Settled with
C. E. Flanery & paid him his due
him \$24.62

He had been paid by
Blankenship about Oct 1/99 12.50

We retained Corn on his
full amt \$41.24 = \$4.12

Same is due McKee &
Hyatt & James W Orr.

Creamery
Merry

Virginia.—Lee County, To-wit:

I, A. B. MUNSEY, Clerk of the Circuit Court of said county, do certify that

attended before said court at the four term, 189 7, one day, as a witness on behalf of

The Chicago building & Mfg Co in a certain suit then pending in said court wherein
The Chicago building & Mfg Co plaintiff, and

A L Pridemore defendant, said witness also travelled _____ miles over ten in

coming to said court and returning to his place of abode, for which attendance and mileage he is entitled to _____

dollars and fifty cents, payable by the said

And I further certify that an entry of the same has been made on the oath of

Given under my hand this the

4th day of

four 189 7.

Teste:

A B Munsey CLERK.

Chas M. Grohene

This is O's + B's

1897. Bank & Co To H. C. Joslyn J. P. Jr

Jan 1. To Issuing a Warrant & Judgment in
your favor as assignee of E. M. Graham
vs. The Lee Butter & Cheese Manuf Co .50

Received Payment of W. E. Orr
This Jan 12 1898. H. C. Joslyn J. P.

bank & or

To 3 Ten Bill .50

W. C. Goolyn Jr.

15000. fee
 18.50, Comm
 210, "
 8.41 - 5 prot. 2.95
 4.50
 895.00
 10.00
 2.10, "
 8.41 - 5 prot. 2.95
 4.50
 3 (40.51)
 5.328
 5.5.00
 108.28
 5.00
 118.28
 6.19
 119.47
 21.37
 40.10
 13.50
 104.00
 25.00
 129.00
 10.00
 139.25
 168.38
 5-
 841.90

76.84, Sep 26/96
 9 1/4
 12
 21
 174-
 10
 1740
 1827
 174.00
 5 172.27
 38.45 2/3
 76.84
 1.00 J.P.
 84.94
 25-clk.
 85.19
 83.19
 38.45
 \$206.84
 10.34
 196.50
 50
 \$196.00
 196.00
 50
 18.50
 \$210.00
 75-
 9 1/4
 6.75
 1.8
 6.94
 75.00
 1.00 J.P.
 25-clk.
 83.19
 85.19
 168.38

Settled by H.E. Orr.
 with H. Senell
 Costs above
 to B.H. Senell.

\$196.00
 50
 18.50
 \$210.00
 This is due Graham
 does not include the costs
 at law of 6.78 + we must
 pay his costs he paid
 on this + the hal'to the
 officers of Court.

Chy fee \$13.00
 Comm on sale 17.19
 1/3 to B.H. Senell
 to fee in injunction case
 Comptd not settled as yet
 with Graham. Apr 9th 1898.

J.W. Orr has B.H. Senell
 1/3 fee in chy suit \$1.00
 Tax he paid " 1.50
 Apr 11th 1898 - \$2.50

B. M. Graham
vs calculation
Creamery.
Apr 9th 1898.

This an back

Feb 28th 1899. By J. W. Orr's Check to
B. M. Graham vs Creamery being netted
4 Creamery's part of net worth
\$41.00

$\$ 5.50$ $\$ 50.-$
 $636.-$ 1.50
 $266.-$ 2.50
 $370.-$ $\$ 400$
 $\$ 20.50$ $300.-$

~~King & Co
 & W. B. Lamskip
 Bristol, Va.~~

Blankenship paid.

C. E. Flanery, Nov 20/99

12.50

J. A. G. Hyatt " " "

12.50

A. C. McVeil Apr 4/99.

12.50

Cam

4.10

$\$ 41.60$

Dreamery.
Memo

Virginia, Lee County, to wit:

We, the undersigned, do certify and declare that we desire to form a Joint Stock Company, to be known as the Lee Butter and Cheese Manufacturing Company, for the purpose of manufacturing, shipping and selling butter and cheese; and for the purpose of fattening and selling hogs, calves &c, and to that end to erect and maintain suitable buildings and machinery for that purpose, to buy and hold sufficient land for that purpose, to purchase and hold cows, goats, milk, hogs and such other stock as may be made profitable in connection with said business. Said Butter & Cheese Factory shall be erected on the Nym Branch about one and one-half miles west of the Town of Jonesville, in Lee County Virginia. The Capital Stock of said Company shall not exceed Eight Thousand dollars, nor be less than Four Thousand dollars, which is to be divided in shares of One hundred dollars each; that the Real estate to be held by said Company shall at no time exceed three acres; that the principal Office of said Company, when

1 incorporated, is to be kept in the
2 buildings of said Company on the
3 land held by it at or near Wynn's
4 branch in said County of Lee, and
5 that the Officers of said Company,
6 and who are to manage its busi-
7 ness for the first year after its
8 incorporation, are as follows, to wit:
9 James W. Orr, President; E. W. R.
10 Ewing, Vice-president; L. T. Hyatt,
11 Secretary; John A. S. Hyatt, Treas-
12 ure; C. E. Flannery, S. D. Minton,
13 A. C. McNeil, C. M. Graham and J.
14 A. G. Hyatt, Directors, all of whom
15 live in Lee County, Virginia.

16 Given under our hands and seals
17 this the 21st day of March 1896.

18 C. T. Duncan Seal
19 J. A. S. Hyatt Seal
20 W. S. Martin Seal
21 C. M. Graham Seal
22 A. P. Wynne Seal
23 James W. Orr Seal
24 Seal
25 Seal
26 Seal
27 Seal

28 Virginia Lee County to wit:

29 J. M. G. Early a Notary Public in and for the County and State of aforesaid
30 do hereby certify that C. T. Duncan, J. A. S. Hyatt, W. S. Martin, C.
31 M. Graham and A. P. Wynne, ^{and James W. Orr} whose names are signed to the foregoing

32 writing bearing date March 21st, 1896, have acknowledged the same
before me in Lee County, and State of aforesaid, Given under my hand
this June 12th, 1896. W. G. Early Notary

Virginia,

Circuit Court of Lee County, to wit:

On the certificate of C.T.Duncan, J.A.G.Hyatt, W.S.Martin, C.M.Graham, A.P.Wynn, and James W.Orr, made signed and acknowledged, before M.G.Ely, a Notary Public in and for Lee County, Virginia, it is considered, ordered and adjudged that James W.Orr A.P.Wynn, C.M.Graham, W.S.Martin, J.A.G.Hyatt, C.T.Duncan, L.T.Hyatt, S.F.Minton, A.C.McNiel, C.E.Flanary, E.W.R.Ewing and William Jayne or any five of them, their associates and successors be and they are hereby declared a body politic and corporate under the ~~firm~~ name and style of "Lee Butter & Cheese Manufacturing Company," and by that name they shall be known, sue and be sued, plead and be impleaded, defend and be defended in all the courts of this state either in law or equity. Said body politic and corporate shall have perpetual succession and a common seal which they may alter or amend at pleasure, and have all the rights, powers and privileges pertaining to corporate or natural persons for the purposes herein after designated in this order.

1st.--The captal stock of said company shall not be less that \$4000.00 and shall not exceed \$8000.00, which is to be divided in shares of one hundred dollars each. ~~Said Company shall have the power to purchase and put in machinery, to hold and own the land upon which the same is erected for the purpose of manufacturing butter and cheese, but the land owned by said company shall all be in one body, and shall not exceed three acres.~~ *for which certificates of stock may be issued*

2nd.--Said company shall have the power to erect buildings, purchase and put in machinery, to hold and own the land upon which the same is erected for the purpose of manufacturing butter and cheese, but the land owned by said company shall all be in one body, and shall not exceed three acres.

3rd.--Said Company shall have the right to purchase and hold cows, goats, hogs, and such other stock as it may find profitable in connection with the business that it is hereby authozized to pursue. It may purchase milk and manufacture it together with the milk from its own cows and goats into butter and cheese, ship and sell the same as it sees proper. It may purchase fatten ship and sell hogs, cattle and sheep, *and such personal property as it can profitably use.*

4th.--The building

4th.-- The buildings, machinery and factory of said Company shall be erected on the Wynn branch about one mile and a half west of the town of Jonesville, *on land purchased for that purpose*

5th- The Officers of said Company who are to manage its business for the first year after its incorporation are as follows, to wit: James W. Orr President, E. W. R. Ewing Vice President, L. T. Hyatt secretary John A. G. Hyatt Treasurer, C. E. Flanary, S. F. Minton, A. C. McNeil, C. M. Graham and John A. G. Hyatt directors, all of whom reside in Lee County &

6th - The principal office of said Company shall be in the buildings of said Company about one and one-half miles west of Jonesville.

7th.--This order of incorporation of said Company is ordered to be recorded as the law directs in such cases.

N. I. Miller
Judge Circuit Court Lee Co. Va

C. J. Duncan et al
Order of Incorporation
Lee Luther & Chase Factory

O. B. O. 449



-----N O T I C E !-----

Virginia, Lee County Circuit Court.

C. M. Graham,-----Plaintiff.

-----Against-----(-In Chancery.

The Lee Butter & Cheese Manufacturing Company, (a corporation), 'Deft.

-----Pursuant to the terms of a decree entered in the above styled ~~case~~ cause of C. M. Graham, Plaintiff, against The Lee Butter & Cheese Manufacturing Company, (a corporation,) Defendant, at the June term , 1897, of the Circuit Court of Lee County, Virginia, the undersigned ~~com~~ Commissioner will proceed at the front door of the Court House of Lee County, on the First day of the August term, 1897, of the County Court of said County, to sell at public auction to the highest bidder on a credit of one and two years time the property in said decree, and in the bill and proceedings of said cause mentioned, or a sufficiency ~~there~~ thereof, to pay the recoveries mentioned in said decree, together with the costs of suit and commissions on sale, except so much as may be necessary to pay the said costs and commissions on sale, will be ~~required~~ required to be paid in hand, and for the residue bonds with good security will be required of the purchaser or purchasers, payable to the undersigned Commissioner and bearing interest from date. The said ~~xxx~~ property consists of a house owned by the said The Lee Butter & Cheese Manufacturing Company and situated at Orr's Mill near Jonesville, Va., and the boiler, engine, and all other machinery and fixtures thereto attached and in said building, except two pairs of scales, one chair, and one desk, and one milk vat on the outside of the said building. Said Commissioner will receive bids on said property, or parcels thereof privately until the said day of public sale, and will then offer the said property publicly as a whole and in parcels, and will then accept the highest and best bid for the ~~property~~ said property, either as a whole or in parcels, and whether the said bids have been made privately or ~~publicly~~ publicly. Any person desiring to purchase any or all of said property can examine the same by calling on the undersigned Commissioner at any time. This property is new and in good condition and is valuable. A complete list of said property will be furnished on day of sale, or ~~at~~ at any time to any one desiring to purchase, upon application.

This July 16, 1897.

George M. B. [Signature]
Commissioner.

C. W. Graham

vs. } Copy of Notice.

The Lee Butter + Cheese
Man'g Co.

" / "

~~_____~~

Know all Men by these Presents, That we George W Blankenship
& James W Orr

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two
hundred dollars, to payment whereof, well and truly to be made to

the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
 executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the
 benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to
 discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-
 rency, funds, counter claims or offsets other than legal-tender currency of the United States.

Sealed with our seals, and dated this 21st day of _____
 one thousand eight hundred and Ninety Seven

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound George
W Blankenship
 shall faithfully perform the duties of his office or trust, as Commissioner

under a decree of the Circuit Court of the County of Lee, pronounced on the 15th day
 of June, 1897, in the suit therein depending under the name and style
 of W M Graham against The Lee butter and
cheese Mfg Co

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
 presence of

A Copy

Teste A B Munsey Clerk

George W Blankenship [SEAL.]

James W Orr [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day _____
 suret on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court
 of the County of Lee, that _____ estate after the payment of all _____ just
 debts, and those for which _____ bound as securit for others, and expect to
 have to pay worth the sum of _____
 _____ dollars.

Given under my hand this _____ day of _____ 189 .

Teste: _____ Clerk

Three Lee butter and

Cheese Mfg Co
- Copied of
to { COMMISSIONER
BOND.

Commonwealth.

" 2 "
C /

A.C. McNiel et als. Defts.

ads.

Brief for Defts.

C.W. Graham. Complainant.

To the Hon. W.T. Miller, Judge of the circuit court for Lee County:

To us, for the defendants in this cause, for a proper decision of the same, there is but one question to be determined, and that is: whether the property levied upon by virtue of the defendants executions is real or personal property: if real, then the levy is improper, and the injunction should be perpetuated; but if personal, then the injunction should be dissolved and dismissed, and the defendants allowed to properly advertise and sell the same or enough thereof to pay their judgments, costs etc.

The defendants' view of this matter is: that by virtue of the contract between Judge Orr and the Lee Butter and Cheese Mfg. Co., the only property which said company acquired in said land was a right to enter upon the land, and build ~~xxxxxx~~ and construct thereon its plant, and use and occupy the same so long as it, or its assigns should manufacture cheese and butter. Then, if this view be correct, all the buildings, improvements and machinery put on said land is personally, and therefore capable of being levied upon. Even if the contract should be taken to be an agreement to convey the land, with a condition subsequent, to-wit: if said company should cease to manufacture thereon butter and cheese, that view will not avail the complainant any thing, because, long before he obtained his judgment, said company ceased to manufacture butter and cheese, and when it did so, the only property left to it, was the buildings, improvements and machinery put thereon, and the title to the same not being with the land, it is personally, and capable of being levied upon. Suppose said company should begin removing from off said land, the house, and machinery, etc., under the contract between them, could it be said with any show of reason, that Judge Orr could prevent the same from being done? Certainly not. Or suppose, since said company has ceased to operate its factory, Judge Orr should enter upon the lands, could it be said with any show

of reason, the company could say you are a trespasser? Certainly not. Then how stands the case? It seems to us clear, that since the title to the land is in Judge Orr, or equitably so, at least, and the title to the buildings in said company, and they being originally of a personal character, they are personalty, and therefore, capable of being levied upon.

Personal property includes not only things movable, but also, whatever is not technically a feud. Real property includes lands, tenements and hereditaments; and lands include not only the soil but every thing attached to it, whether attached by the course of nature, or by the hand of man. 1. Wash. 4:2. Min. 4:3 Min. 2. But if a man erect a house upon the lands of another, and by his permission, it will, if the builder have not the estate in the lands, be the personal property of the builder, if such be his agreement with the land owner. 1 Wash. 4

28 Grat 118

A.C. McNeil

vs. Brief

See Butler Rehearsal

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *A. C. McKiel Sr. A. C. McKiel Jr.*
and James M. Weston deputy for W. P. Weston
Sheriff of Lee County Va

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *April*, 189*7*, to answer a
bill in Chancery, exhibited against *them* in our said court by
W. M. Graham

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *27th* day of *March*, 189*7*, and in the
12th year of the Commonwealth.

A. B. Munsey Clerk.

C. M. Graham

SUPCENA.

vs. }

IN CHANCERY.

A. C. McKiel & etal

Or. & B

p. q.

To 1st April Rules.

CIRCUIT COURT.

Executed April 2nd 1897
by delivering an attested
offic. copy of the within
summons to James M. Weston
A. C. McKiel & etal A. C.
McKiel for
W. P. Weston S. L. C.

135
23

The defendants are enjoined and restrained from proceeding to sell the property levied on and in the bill mentioned until the signature of the Court; bond with security having been given by the plaintiff as required by the order of injunction endorsed on the bill, March 27th 1897

A. J. Munnery Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *The Lee butter & Cheese*
Manufacturing Company, a Corporation organized, existing
and doing business under and by virtue of the laws of
the State of Virginia.

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *first* Monday in *January*, 189*7*, to answer a
bill in Chancery, exhibited against *it* in our said court by
C. M. Graham

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *31st* day of *December* 189*6*, and in the
121st year of the Commonwealth.

A. B. Munsey Clerk.

Executed within subpoena or within
named Lee butter & cheese manufacturing compa-
ny on January the 1st. 1896. by delivering
a true copy hereof in Lee County, Va. to J. N. G.
Hyatt. who ^{one of} is the directors of said company
and who resides in Lee County, Virginia

Jas. M. Weston Dep't. shiff.
for W. P. Weston Shiff Lee Co.

C. M. Graham.

SUBPENA.

vs.

IN CHANCERY.

Lee butter & cheese
Manufactg Co.
Chas. B. — p. q.

To be taken
Rules.
1897.

CIRCUIT COURT.

~~Executed January
1st 1896 by delivery~~

Submss. & ...
Pleffs Costs

C	7.52
T	1.50
S	2.00
atty	15.00
Cour	6.00
Govt	1.50
Estimated	5.00
<hr/>	
	\$36.82
Cash	17.10
Balance	19.72

1384 S
D + B
O. M. Graham
vs Bill in chg.
The Lee Butter & Cheese-
- Manufg Co.

189.7 1st January rules & p 24d
+ D. B.
11 2nd January rules D. B. info
+ Cause set for hearing